Exhibit 10

Do you have feedback about Author Central or a question not answered by our documentation?

Contact us

Help Topics

Book Actions

- Adding a Book
- <u>Linking Multiple Editions</u>
- Removing a Book

Your Books

- Editorial Reviews
- Customer Reviews
- Search Results on Amazon.com
- Categories and Search Terms

Author Central

- All About Author Central
- Setting Up Your Author Central Account

All About Author Central

- Your Bibliography
- Book Cover Images
- Sales Information
- Amazon Author Rank
- Reporting Copyright Infringement

Your Author Profile

- Managing Your Author Profile
- Your Biography
- Your Photos
- Your Events
- Your Videos
- Your Blog Feeds
- Your Author Page URL

Amazon Programs

- Publishing and Selling on Amazon
- Search Inside the Book
- Amazon Associates
- Amazon Advantage
- Amazon Author Insights
- Amazon Detail Pages
- Audible.com

Updated: May 13, 2009

These Terms of Use are a binding agreement between Amazon Services LLC (with its affiliates, "Amazon" or "we") and you and, if applicable, the author, company or other legal entity you represent (collectively, "you"). Before using Author Central, please read these Terms of Use, all rules, guidelines and policies related to Author Central, including any rules or usage provisions specified on the Amazon.com website, the Amazon.com Privacy
Notice and the Amazon.com Privacy
Notice and the Amazon.com Privacy
Notice and the Amazon.com Privacy
Notice
Amazon.com Privacy
Notice
Amazon.com Privacy
Notice
Mazon.com Privacy
Notice
Mazon.com Privacy
Motice

- 1. **General Description of Author Central.** Author Central includes a variety of tools that allow authors to connect with readers through the submission of photographs, images, written communications and other materials (all materials submitted by you through Author Central, the "Submitted Materials") for use on or distribution through sites, services or applications that are owned or operated by Amazon or under any Amazon-owned brand (Author Central and these sites, services and applications collectively, the "Services"). You grant to us a license to use the Submitted Materials on the terms provided below, but you otherwise retain all of your rights in your Submitted Materials. Submission to Author Central does not change your ownership of your Submitted Materials.
- 2. **Eligibility.** Submissions of materials to Author Central are tied to authors and may be made only by the individual author and by representatives of the author who have the legal right to act on behalf of the author. If you are not the author or do not have the legal right to act on behalf of the author, you may not submit any materials for that author. You must also be at least 18 years old to use Author Central.
- 3. **Permitted Materials.** You may use Author Central to submit only materials that you own or otherwise have the right to submit. You may not submit materials that are illegal, obscene, threatening, defamatory, or otherwise contain any objectionable or inappropriate content, nor may you submit materials that injure or violate the rights of any third party, including privacy, publicity, copyright, trademark, patent or other intellectual property rights.
- 4. **License Grant.** You grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right and license to use, reproduce, distribute, transmit, perform, modify and display all Submitted Materials in any media formats solely in connection with the Services and the marketing, promotion and distribution of the Services. The rights you grant to us in this paragraph extend to us and to any person or entity designated or engaged by us or acting on our behalf and are in addition to any rights we may otherwise have.
- 5. **Identity.** You may not use a false e-mail address, impersonate any person or entity, or otherwise provide any false or misleading information, including any information provided in establishing an account or provided as to the origin of any Submitted Materials. You are fully responsible for all communications and activities that occur in relation to Author Central which come from your computer or computer facilities, including your e-mail account and password, and are fully responsible for the actions of any agent, manager or other representative you authorize to act on your behalf with respect to Author Central, as if such actions were made by you.

- 6. Representations, Warranties and Indemnities. You represent and warrant that: (a) you have all the rights necessary to grant us the rights granted in this Agreement; (b) the materials you submit and our use of them as authorized by this Agreement will not violate or infringe the privacy rights, publicity rights, intellectual property rights or other rights of any person or entity and are not defamatory; and (c) all factual statements that you submit are accurate and not misleading. You agree to indemnify, defend and hold harmless Amazon and its directors, officers, employees, agents and assigns from all claims, liabilities, damages and expenses, including reasonable legal fees and expenses, arising out of or in connection with the Submitted Materials or from your breach of this Agreement or your representations or warranties.
- 7. Limitation of Liability; Disclaimer of Warranties. Author Central, and its features, tools, functionality and other facets, are made available on an "as is" and "as available" basis. To the fullest extent permissible under applicable laws, we disclaim any and all warranties, express or implied, with respect to Author Central, including implied warranties of merchantability and fitness for a particular purpose. In no event will we be liable for any damages of any kind arising from your use of Author Central, including any direct, indirect, incidental, punitive or consequential damages. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you might have additional rights. We take no responsibility and assume no liability for any materials submitted under your account.

8. Miscellaneous.

- (a) We may terminate any account at any time in our discretion and modify Author Central or discontinue or suspend offering Author Central, in whole or in part, at any time. Similarly, you may discontinue your use of Author Central at any time. We also have no obligation to use, post or distribute your Submitted Materials. We may monitor and, in our discretion, remove your Submitted Materials at any time.
- (b) We may communicate with you in connection with your use of Author Central electronically and in other media, and you consent to such communications regardless of any customer communication or similar preferences or requests you may have indicated on the Amazon.com web site or by any other means. We may also share your contact information (including email address) with third parties for verification purposes.
- (c) Our failure to insist upon or enforce your strict compliance with the terms of this Agreement will not constitute a waiver of any of our rights. This Agreement constitutes the entire agreement between you and Amazon related to Author Central. If any provision of this Agreement is found to be invalid, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any other provision. If there are any conflicts between these Author Central Terms of Use and the Amazon.com Conditions of Use, these Author Central Terms of Use will control.
- (d) Neither this Agreement nor your use of Author Central will create or imply any relationship of agency, franchise, partnership or joint venture between you and Amazon.

S

Do you have feedback about Author Central or a question not answered by our documentation? Contact us

Help Topics

Book Actions

- Adding a Book
- <u>Linking Multiple Editions</u>
- Removing a Book

Your Books

- Editorial Reviews
- Customer Reviews
- Search Results on Amazon.com
- <u>Categories and Search Terms</u>

Author Central

- All About Author Central
- Setting Up Your Author Central Account

All About Author Central

- Your Bibliography
- Book Cover Images
- Sales Information
- Amazon Author Rank
- Reporting Copyright Infringement

Your Author Profile

- Managing Your Author Profile
- Your Biography
- Your Photos
- Your Events
- Your Videos
- Your Blog Feeds
- Your Author Page URL

Amazon Programs

- Publishing and Selling on Amazon
- Search Inside the Book
- Amazon Associates
- Amazon Advantage
- Amazon Author Insights
- Amazon Detail Pages
- Audible.com

•

Customer Reviews

This topic contains answers to frequently asked questions about Customer Reviews.

 How are Customer Reviews different from Editorial Reviews?

- When will I see Customer Reviews in Author Central?
- How can I sort Customer Reviews?
- Who can write Amazon.com Customer Reviews?
- Can I write Customer Reviews for my books?
- What is not allowed in a review?
- Why can't my readers post reviews for my Pre-Order title?
- Other questions about Customer Reviews?

Customer Reviews FAQs

How are Customer Reviews different from Editorial Reviews?

Customer Reviews are a way for readers to share their opinions about books in a public forum. Reviews must meet Amazon's Community Guidelines.

NOTE: Customers also have the ability to start and participate in Discussions on the sales pages for your titles and on the Author Page. Learn more about Customer Discussions.

Editorial Reviews are written either by Amazon Editors or obtained from reputable and relevant publications, including the New York Times Book Review and Publisher's Weekly. <u>Learn how to add Editorial Reviews of your book</u>.

When will I see Customer Reviews in Author Central?

Customer Reviews appear in Author Central 24 to 48 hours after they are entered. This gives us a chance to check that the reviews meet our <u>Communities Guidelines</u> and contain no inappropriate content.

How can I sort Customer Reviews?

We show reviews for all of your books by default. To see reviews for only one book at a time, hover your mouse over "All Books" above the first review, and select the book you want to see. You can also sort by date and rating using the drop-down menu at the top of the reviews, on the right.

Site Features > Your Amazon Community>

Community Guidelines

Guidelines for Amazon.com Community participation.

Amazon.com wants your voice to be heard! The Amazon Community provides various features for engaging other users and sharing authentic feedback about products and services - positive or negative. These Community Guidelines help you use Community features, including Customer Reviews, Customer Questions & Answers, Amazon Follow, Profile pages, Outfit Compare, Style Check, Spark, Digital and Device Forums, Registries and Lists.

Note: These Guidelines do not apply to content included within products or services sold on Amazon, which are subject to separate policies.

We take the integrity of the Community seriously. Any attempt to manipulate Community content or features, including by contributing false, misleading, or inauthentic content, is strictly prohibited. If you violate our Guidelines, we may restrict your ability to use Community features, remove content, delist related products, or suspend or terminate your account. If we determine that an Amazon account has been used to engage in any form of misconduct, remittances and payments may be withheld or permanently forfeited. Misconduct may also violate state and federal laws, including the Federal Trade Commission Act, and can lead to legal action and civil and criminal penalties.

We encourage anyone who suspects that content manipulation is taking place or that our Guidelines are being violated in any way to <u>notify us</u>. We investigate concerns thoroughly and take any appropriate actions.

By accessing or using our Community features, you agree to our <u>Conditions of Use</u> and to abide by these Guidelines as modified from time to time. These Guidelines apply to any content (including text, images, video, and links) you submit to Amazon and actions you take (such as voting on helpfulness or smiling at a post) when using Community features. These Guidelines also apply to your interactions with other members of the Community.

Note: Additional guidelines apply to Customer Reviews.

Eligibility

To contribute to Customer features (for example, Customer Reviews, Customer Answers, Idea Lists) or to follow other contributors, you must have spent at least \$50 on Amazon.com using a valid credit or debit card in the past 12 months. Promotional discounts don't qualify towards the \$50 minimum. In addition, to contribute to Spark you must also have a paid Prime subscription (free Prime trials do not qualify). You do not need to meet this requirement to read content posted by other contributors or post Customer Questions, or create or modify Profile pages, Shopping Lists, Wish Lists or Registries.

Be Helpful and Relevant

The Community is intended to provide helpful, relevant content to customers. Content you submit should be relevant and based on your own honest opinions and experience.

- For Community features focused on a specific topic, you should only submit content related to that topic.
- Customer Reviews and Questions and Answers should be about the product. Feedback about the
 seller, your shipment experience, or packaging can be shared
 at www.amazon.com/feedback or www.amazon.com/feedback or www.amazon.com/packaging. Comments about pricing, product
 availability or alternate ordering options are also not about the product and should not be shared in
 Customer Reviews or Questions and Answers.

Respect Others

Amazon values diverse opinions, so you may disagree with some content that you come across. Keep in mind that something that may be disagreeable to you may not violate our Guidelines. In order to maintain a welcoming environment for all users, your participation in the Community must always be respectful of others. In particular:

- Don't post content that is libelous, defamatory, harassing, threatening, or inflammatory. For example, don't use obscenities or profanity, and don't express hatred or intolerance for people on the basis of race, ethnicity, nationality, gender or gender identity, religion, sexual orientation, age, or disability, including by promoting organizations with such views.
- Don't post content that is obscene, pornographic, or lewd, or that contains nudity or sexually explicit images.
- Don't post content that invades others' privacy. For example, don't post other people's phone numbers, email addresses, mailing addresses, or other personal information, and don't post links to phishing or other malware sites.
- Don't impersonate other people or organizations or pretend to be someone or something you're not.
- Don't repeatedly send messages or requests to other people.
- Don't attempt to drown out other people's opinions, including by posting from multiple accounts or coordinating with others.
- Don't engage in name-calling or attack people based on whether you agree with them.
- You may question the beliefs and expertise of others as long as it is relevant and done in a respectful and non-threatening manner.

Promotions and Commercial Solicitations

In order to preserve the integrity of Community content, content and activities consisting of advertising, promotion, or solicitation (whether direct or indirect) is not allowed, including:

- Creating, modifying, or posting content regarding your (or your relative's, close friend's, business associate's, or employer's) products or services.
- Creating, modifying, or posting content regarding your competitors' products or services.
- Creating, modifying, or posting content in exchange for compensation of any kind (including free or discounted products, refunds, or reimbursements) or on behalf of anyone else.
- Offering compensation or requesting compensation (including free or discounted products) in exchange for creating, modifying, or posting content.
- Posting advertisements or solicitations, including URLs with referrer tags or affiliate codes. The only exceptions are:
- You may post content requested by Amazon (such as Customer Reviews of products you purchased on Amazon or received through the Vine program, and answers requested through Questions and Answers). In those cases, your content must comply with any additional guidelines specified by Amazon.
- You may post an answer to a question asked through the Questions and Answers feature (but not a
 question itself) regarding products or services for which you have a financial or close personal
 connection to the brand, seller, author, or artist, but only if you clearly and conspicuously disclose the
 connection (for example, "I represent the brand for this product."). We automatically label some
 answers from sellers or manufacturers, in which case additional disclosure is not necessary.
- You may post content other than Customer Reviews and Questions and Answers regarding products or services for which you have a financial or close personal connection to the brand, seller, author, or artist, but only if you clearly and conspicuously disclose the connection (e.g., "I was paid for this post."). However, no brand or business may participate in the Community in a way (including by advertising, special offers, or any other "call to action") that diverts Amazon customers to another non-Amazon website, service, application, or channel for the purpose of conducting marketing or sales transactions. Content posted through brand, seller, author, or artist accounts regarding their own products or services does not require additional labeling.

Book authors and publishers may continue to provide free or discounted copies of their books to readers, as long as the author or publisher does not require a review in exchange or attempt to influence the review.

For more information and examples, read About Promotional Content.

Sexual Content

Some products containing sexual content and some sex and sensuality products are <u>permitted to be sold on Amazon</u>, and we encourage users to express their opinions about those products. Some sexual content such as nudity and sexually explicit images or descriptions is restricted because audiences within our Community may be sensitive to that content.

Infringing Content

Don't post content or interact with other members of the Community in a way that infringes the intellectual property or other proprietary rights of others. Only post your own content or content that you have permission to use.

Illegal Activity

Don't post content that encourages or supports behavior that is illegal, including violence, fraud, illegal drug use, underage drinking, or child or animal abuse. Examples of prohibited content include:

- Content advocating, threatening, or joking about physical or financial harm to yourself or others, including terrorism.
- Content offering fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, pyramid schemes).
- Content posted intentionally as sarcasm as it relates to self-harm or harm to others.
- Content that encourages or supports the dangerous misuse of a product.

Additional Guidelines for Customer Reviews

The following guidelines apply to Customer Reviews in addition to the other guidelines given above:

- If your review is removed or rejected because it does not comply with our guidelines concerning
 promotional content, you may not resubmit a review on the same product, even if the resubmitted
 review includes different content.
- Reviews may only include URLs or links to other products sold on Amazon.
- Customers in the same household may not post multiple reviews of the same product.
- We may restrict the ability to submit a review when we detect unusual reviewing behavior, or to maintain the best possible shopping experience.
- You may not manipulate the Amazon Verified Purchase badge, such as by offering special pricing to reviewers or reimbursing reviewers.

To learn more about Amazon Verified Purchase views refer to About Amazon Verified Purchase Reviews.

Reporting Abuse

For some types of content, including Customer Reviews and Customer Answers, you can report possible violations of these Guidelines by clicking the "Report abuse" link near the content and entering the reason you believe it violates these Guidelines. If no "Report abuse" link is available, you may email community-help@amazon.com, specifying the location of the content and the reason you believe it violates these Guidelines. If you receive an offer for compensation of any kind (including free or discounted products, refunds, or reimbursements) in exchange for creating, modifying, or posting content in violation of these Guidelines, forward the offer, including contact information and Amazon listing, to community-help@amazon.com



Back to top

Who can write Amazon.com Customer Reviews?

Anyone with an active purchasing account who is in good standing with the Amazon.com Community can write reviews. It doesn't matter where an item was purchased, if it was a gift, or if the reviewer just borrowed it for a weekend. If someone wants to write a review of an item, and they are a registered Amazon.com customer, they are welcome to use this feature.

• Can I write Customer Reviews for my books?

No, this is not permitted. This feature is designed for customers to give their opinions and feedback. On a related note, we also ask that authors do not submit Customer Reviews for books that are of similar content or subject.

• What is not allowed in a review?

While we appreciate customers' time and comments, we reserve the right to remove reviews at any time without notice if the content includes any of the following:

- o Objectionable material
 - Obscene or distasteful content
 - Profanity or spiteful remarks
- o Promotional content
 - Advertisements, promotional material or repeated posts that make the same point excessively
 - Sentiments by or on behalf of a person or company with a financial interest in the product or a directly

- competing product (including reviews by publishers, manufacturers, or third-party merchants selling the product)
- Reviews written for any form of compensation other than a free copy of the product
- Solicitations for helpful votes
- o Inappropriate content
 - Other people's material
 - Phone numbers, postal mailing addresses, or URLs external to Amazon.com
 - Details about availability, price, or alternate ordering/shipping
 - Videos with watermarks
 - Comments on other reviews visible on the page (because page visibility is subject to change without notice)
- o Off-topic information
 - Feedback on the seller, shipment experience, or the packaging (you can do this at <u>www.amazon.com/feedback</u> and <u>w</u> ww.amazon.com/packaging)
 - Feedback about typos or inaccuracies in our catalog or product description (instead, use the feedback form at the bottom of the product page)

To report Customer Reviews that fall outside of our guidelines, or for assistance with Customer Review issues, contact our Customer Reviews team.

Back to top

 Why can't my readers post reviews for my Pre-Order title?

We want to hear what your readers have to say about your book, but we don't allow reviews for books that have not yet been published or released. Anticipatory commentary can be fun and general interest, so gather the early Editorial Reviews of your book and add them to its page on Amazon through the Books tab in Author Central.

Other questions about Customer Reviews?

See the <u>Amazon.com Customer Reviews help page</u>. You can also <u>contact our Customer Reviews</u> <u>team</u> for assistance.